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**Attorneys for Defendants,
State Farm General Insurance Company and
State Farm Fire & Casualty Company**

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

GILBERTO MIRANDA, an individual; BONNIE LO,
an individual; CHAD TERRY, an individual; THOMAS
MOFFITT, an individual,

Plaintiffs,

vs.

STATE FARM GENERAL INSURANCE COMPANY;
STATE FARM FIRE & CASUALTY COMPANY;
DOES 1-10; and ROE LEGAL ENTITIES 1-10,

Defendants.

Case No.: 2:23-cv-01780-JAD-DJA

STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT

The parties, by and through their undersigned counsel, hereby submit this Stipulated Protective Order and state as follows:

A. State Farm General Insurance Company and State Farm Fire & Casualty Company ("State Farm") possesses certain information and documents that contain confidential, proprietary, or trade secret information that may be subject to discovery in this action, but that should not be made publicly available.

B. The parties therefore request that the Court enter the following Protective Order to

1 properly balance the discovery rights of the Plaintiffs with State Farm's rights to protect its private,
2 confidential, proprietary, or trade secret information.

3 The Court ORDERS:

4 1. All production and disclosure of information designated as CONFIDENTIAL,
5 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, by State Farm during this litigation
6 shall be governed by this Order, including, but not limited to, information contained in or derived
7 from documents, deposition testimony, deposition exhibits, trial testimony, computer memory or
8 archives, other written, recorded or graphic matter, and all copies, excerpts, or summaries thereof
9 (collectively, "information").

10 2. Information subject to this Protective Order shall be designated CONFIDENTIAL,
11 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER by State Farm by stamping
12 "CONFIDENTIAL," "TRADE SECRET," or otherwise indicating confidentiality, trade secret or
13 produced subject to this Protective Order, as appropriate, on the face of a single-page document,
14 on at least the initial page of a multi-page document, and in a prominent location on the exterior of
15 any tangible object. Any electronically stored information may be designated as CONFIDENTIAL,
16 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER through a correspondence providing
17 the media and a hard copy or printout shall be treated as protected material of the same
18 designation. Designation may only be made after a good faith review by Rule 26 when designating
19 information as CONFIDENTIAL, TRADE SECRET or SUBJECT TO PROTECTIVE ORDER.

20 3. With respect to deposition testimony, State Farm may, either on the record at the
21 deposition or by written notice to counsel for Plaintiffs no later than thirty-five (35) days after receipt
22 of the transcript of said deposition, designate portions of testimony as CONFIDENTIAL, TRADE
23 SECRET, or SUBJECT TO PROTECTIVE ORDER. All testimony, regardless of whether
24 designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER on
25 the record, shall be treated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
26 PROTECTIVE ORDER until thirty-five (35) days after receipt of the transcript of said deposition by
27 all parties. Certain depositions may, in their entirety, be designated CONFIDENTIAL, TRADE
28 SECRET, or SUBJECT TO PROTECTIVE ORDER prior to being taken because of the anticipated

1 testimony. **Furthermore, any document designated as CONFIDENTIAL, TRADE SECRET, or**
2 **SUBJECT TO PROTECTIVE ORDER shall maintain that designation and the protections**
3 **afforded thereto if introduced or discussed during a deposition.**

4 4. The inadvertent or unintentional disclosure by State Farm of information considered
5 to be CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall not be
6 deemed a waiver in whole or in part of State Farm's claim of protection pursuant to this Protective
7 Order, either as to the specific information disclosed or as to any other information relating thereto.
8 Any such inadvertently or unintentionally disclosed information shall be designated as
9 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER as soon as
10 reasonably practicable after either party becomes aware of the erroneous disclosure and shall
11 thereafter be treated as such by all receiving persons absent re-designation pursuant to Court
12 order. Upon receipt of the properly designated documents, the recipient must return or destroy the
13 non-designated set within three (3) days. If the recipient destroys the documents, then the recipient
14 must provide written certification of the destruction to the producer of the information within three
15 (3) days of receipt of the properly designated documents. In addition, the production or disclosure
16 by State Farm of an attorney-client privileged, attorney work product, or other protected document
17 or information, whether inadvertent or otherwise, shall not be deemed a waiver of the privilege,
18 work product, or other protection or immunity from discovery by State Farm in this or any
19 subsequent state or federal proceeding pursuant to Rule 502 regardless of the circumstances of
20 disclosure. If any party becomes aware of the production or disclosure of such protected
21 information by State Farm, that party shall provide written notice of such production or disclosure
22 within three (3) days after it becomes aware that protected information has been disclosed or
23 produced.

24 5. When information which is CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
25 PROTECTIVE ORDER is presented, quoted or referenced in any deposition, hearing, trial or other
26 proceeding, counsel for the offering party shall make arrangements or, when appropriate, request
27 the Court to make arrangements, to ensure that only persons entitled to such information pursuant
28 to Paragraph 8 are present during such presentation, quotation or reference.

6. Subject to the requirements of Paragraph 10 of this Agreement, no person receiving information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall disclose it or its contents to any person other than those described in Paragraph 8 below; no such disclosure shall be made for any purposes other than those specified in that paragraph; and in no event shall such person make any other use of such information. Counsel shall be responsible for obtaining prior written agreement to be bound to the terms of this Agreement from all persons to whom any information so designated is disclosed, and shall be responsible for maintaining a list of all persons to whom any information so designated is disclosed and, for good cause shown, such list shall be available for inspection by counsel for State Farm upon order of the Court; provided, however, that the requirements of this sentence shall not apply to disclosures made pursuant to Paragraphs 8(h) and/or 10 of this Protective Order.

7. Except as agreed by State Farm or as otherwise provided herein, including in Paragraphs 8(h) and 10 of this Protective Order, information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall (1) only be used in the preparation for trial and/or any appeal of this Action and (2) be maintained in confidence by the party(ies) to whom it is produced and not disclosed by such party(ies) except to persons entitled to access thereto pursuant to Paragraph 8 below. Except as provided in Paragraphs 8(h), (g), (k), and 10 of this Protective Order, information which is CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER may not be used by any person receiving such material for any business or competitive purpose or for use in matters other than this lawsuit, including other matters involving State Farm.

8. Information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER by State Farm shall be disclosed only to the following persons:

- (a) attorneys actively working on or supervising the work on this case;
- (b) persons regularly employed or associated with the attorneys actively working on this case whose assistance is required by said attorneys in the preparation for trial, at trial, or at other proceedings in this case;

- (c) the parties, including designated representatives and counsel for the entity defendant;
- (d) expert witnesses and consultants retained in connection with this proceeding, to the extent such disclosure is necessary for preparation, trial or other proceedings in this case and the expert or consultant has signed a written acknowledgement attached as *Exhibit A*;
- (e) the Court and its employees ("Court Personnel");
- (f) stenographic and video reporters who are engaged in proceedings necessarily incident to the conduct of this action;
- (g) deponents, witnesses, or potential witnesses, who have first-hand knowledge of the document and have signed a written acknowledgment attached as *Exhibit A*;
- (h) the Nevada Division of Insurance, law enforcement officers, and/or other government agencies, as permitted or required by applicable state and federal law,
- (i) a jury involved in litigation concerning the claims and any defenses to any claims in this lawsuit;
- (j) anyone as otherwise required by law;
- (k) as authorized by the parties specifically; and
- (l) other persons by written agreement of the parties when the person has signed a written acknowledgement attached as *Exhibit A*.

9. Subject to Paragraph 10 of this Protective Order, the recipient of any information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER pursuant to this Agreement shall maintain information in a secure and safe area and shall exercise due and proper care with respect to the storage, custody and use of all such information.

10. Nothing in this Protective Order disallows State Farm's maintenance or use of information and documents in or pursuant to: its electronic claim system; the privacy requirements of the Nevada Division of Insurance and other applicable state and federal laws; the records retention requirements of the Nevada Division of Insurance, the Nevada Rules of Professional

1 Conduct, or other applicable state and federal laws; the records retention practices of State Farm;
2 and any written Court Order. Further, nothing in this Protective Order disallows reporting of
3 information by State Farm as permitted and/or required by applicable state and federal law,
4 including reporting to the Insurance Services Office, Inc.

5 11. Plaintiffs may, at any time during the pendency of this lawsuit, request from State
6 Farm, in writing, the release of information designated as CONFIDENTIAL, TRADE SECRET, or
7 SUBJECT TO PROTECTIVE ORDER from the requirements of the terms and provisions of this
8 Protective Order. Upon receipt of such request, counsel for State Farm and counsel for Plaintiffs
9 shall attempt to meet and confer. If the parties are unable to agree as to whether the information
10 at issue is properly designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
11 PROTECTIVE ORDER, any party may raise the issue of such designation with the Court pursuant
12 to the Court's Practice Standards. Any information submitted to the Court for review shall be
13 submitted under seal and for in camera review. Pending a ruling from the Court, State Farm's
14 designation shall control. Nothing in this Protective Order shall preclude any party from responding
15 to a validly issued subpoena, provided, however, that the party responding to the subpoena shall
16 provide written notice of such subpoena to the attorney of the party that originally produced the
17 documents within three (3) days of receipt of a subpoena, which seeks production or disclosure of
18 the information which is designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
19 PROTECTIVE ORDER. Production or disclosure of information which is designated
20 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER may not occur until
21 the deadline set forth in a validly issued subpoena, absent agreement of the parties.

22 12. Nothing in this Protective Order shall be construed as a limitation on the use of
23 evidence in a submission to the Court or at trial, subject to such confidentiality provisions as may
24 be ordered by the Court. However, prior to utilizing or filing a document which is designated
25 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, Plaintiffs must
26 provide notice to State Farm of its intentions. State Farm may then request that the document be
27 filed with restricted access or under seal. Furthermore, any party shall have the right to request
28

1 that any hearing or portions thereof be conducted in camera. The Court shall retain jurisdiction to
2 modify the terms of this Protective Order.

3 13. The obligations of this Protective Order shall survive the termination of this action
4 and continue to bind the parties and their counsel. The Court will have continuing jurisdiction to
5 enforce this Protective Order irrespective of the manner in which this action is terminated.

6 14. Within thirty-five (35) days of the final determination of this action, each person or
7 party who has received information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT
8 TO PROTECTIVE ORDER shall be obligated to return the same to State Farm, including any
9 copies, or to destroy such information and certify that it has been destroyed, except that the
10 recipient need not destroy or return transcripts of depositions and materials filed with the Court,
11 and party may retain one archival copy of all pleadings in the action, regardless of whether such
12 pleadings (including appendices) contain or refer to information designated CONFIDENTIAL,
13 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER; subject to the legal requirements for
14 maintenance and destruction of client files by the parties' counsel. Within seven (7) days of the
15 final determination of this action, counsel of record who has provided information designated
16 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER to other individuals
17 must inform those individuals that the matter has reached final determination and remind them of
18 the return or destruction obligation.

19 15. This Protective Order may be modified by the Court at any time for good cause
20 shown following notice to all parties and an opportunity for them to be heard.

21 16. Noting in this Protective Order shall prohibit any party from filing a motion seeking
22 further or different protection from the Court, or from filing a motion with respect to the manner in
23 which the information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
24 PROTECTIVE ORDER shall be treated at trial.

25 17. Any party wishing to use any CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
26 PROTECTIVE ORDER information or document in any brief, memorandum, motion, affidavit, or
27 other paper filed with the Court shall file the document under seal in the Nevada's Court's E-filing
28 system, with a note to the Court Clerk referencing this Order.

18. Unless otherwise permitted by statute, rule or prior court order, papers filed with the court under seal shall be accompanied by a contemporaneous motion for leave to file those documents under seal, and shall be filed consistent with the court's electronic filing procedures in accordance with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the party seeking to file a paper under seal bears the burden of overcoming the presumption in favor of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d 1172 (9th Cir. 2006).

DATED this 1st day of Oct, 2024.

DATED this 4 day of Oct., 2024.

CLEAR COUNSEL LAW GROUP

DENNETT WINSPEAR, LLP

By 

By /s/ Matthew Allen Sarnoski, Esq.

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ORDER

Good cause appearing therefore, IT IS SO ORDERED.

DATED this 8th day of October, 2024.


UNITED STATES MAGISTRATE JUDGE

Submitted by:
DENNETT WINSPEAR, LLP

By /s/ Matthew Allen Sarnoski, Esq.
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Attorneys for Defendants

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO
ABIDE BY STIPULATION AND ORDER
REGARDING CONFIDENTIALITY AGREEMENT**

THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he or she has read the Stipulation and Order Regarding Confidentiality Agreement filed in this action on _____, 2024. The Undersigned hereby acknowledges that a Stipulation and Order Regarding Confidentiality Agreement in the case of *James B. Gibson v State Farm Mutual Automobile Insurance Company, et al.*, was filed in the United States District Court Southern District for the District of Nevada and entitled "STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT."

The Undersigned agrees to be bound by the terms of the above-mentioned Stipulation and Order Regarding Confidentiality Agreement in the same manner as the parties to the Stipulation and Order and their respective attorneys. The Undersigned agrees to provide DENNETT WINSPEAR, LLP, attorneys for Defendants, STATE FARM GENERAL INSURANCE COMPANY and STATE FARM FIRE & CASUALTY COMPANY, with written notice of any document sharing as well as a list of any recipients of shared documents. The Undersigned also agrees, as provided in the Stipulation and Order Regarding Confidentiality Agreement, to submit to the jurisdiction of the United States District Court Southern District for the District of Nevada for any proceedings related to any violation or threatened violation of this Order.

Dated: _____

Litigant

Litigant

Litigant

Attorney